

Fleet Bank**Mortgage**(for use in CT, FL, MA, ME,
NH, PA and RI)**Principal Loan Amount: U.S. \$****\$99,000.00****Maturity Date:****10/05/16****Borrower(s)/Mortgagor(s):****LEE A. CAPALBO****Property Address:****72 HAGGERTY HILL ROAD WASHINGTON
SAUNDERSTOWN, RI 02874****Mailing Address:****72 HAGGERTY HILL ROAD SAUNDERSTOWN,
RI 028742025**

THIS MORTGAGE is between each Mortgagor signing below ("Borrower") and the following Mortgagee ("Lender"):

Name of Lender:**FLEET NATIONAL BANK, PRINCIPALLY LOCATED IN RHODE ISLAND****Lender's Address for Notices:****RETAIL LOAN SERVICING
315-317 COURT STREET
P.O. BOX 3092
UTICA, NY 13502**

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note in favor of Lender in the Principal Loan Amount set forth above, which note was dated the same date as this Mortgage and is due and payable in full by the Maturity Date set forth above (the "Note"), together with interest thereon and all renewals, extensions, and conversions of or modifications to the Note; the payment of all other sums provided in the Note or advanced to protect the security of this Mortgage; and the performance of all other covenants and agreements of Borrower contained herein and in the Note, for consideration paid, Borrower hereby mortgages, grants, and conveys to Lender, its successors and assigns forever, with statutory power of sale (if applicable) and with mortgage covenants, the property described in Exhibit A to this Mortgage (the "Property"). This Mortgage is given on the statutory condition (except in Florida). If the Property is located in New York, Lender's rights under this Mortgage are in addition to, and not exclusive of, rights conferred under Sections 254, 271, 272 and 291-F of the New York Real Property Law.

PROPERTY UNDER MORTGAGE

The Property includes: all improvements erected on the Property; all of Borrower's rights and privileges to all land, water, streets, and roads next to and on all sides of the Property (called "easements, rights, and appurtenances"); all rents from the Property; all proceeds (to the extent necessary to repay the amount Borrower owes) from the Property, including insurance proceeds and proceeds from the taking of all or any part of the Property by a government agency or anyone else authorized by law; and all property and rights described above that Borrower acquires in the future.

OWNERSHIP OF PROPERTY

Borrower promises that Borrower lawfully owns the Property and has the right to mortgage, grant and convey the Property, and that there are no claims or charges (called "encumbrances") against the Property, except for encumbrances disclosed to Lender. Borrower is fully responsible for any losses Lender suffers because someone other than the Borrower has some of the rights in the Property that the Borrower claims, and Borrower will defend Borrower's ownership of the Property against any such claim of rights.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, and Other Charges.** Borrower shall promptly pay, when due, the principal and interest indebtedness secured by the Mortgage and any other charges due under the Note. (PA customers only; including a late fee in the amount of \$ _____ for each late payment).

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REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien that has priority over this Mortgage to give notice to Lender, at Lender's address set forth at the beginning of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

NOTICE TO CONSUMER: 1. Do not sign this Mortgage before you read it.
2. You are entitled to a copy of this Mortgage.

IN WITNESS WHEREOF, each of the undersigned has executed this Mortgage under seal this 5TH day of OCTOBER (month), 2001. WE AGREE AND ACKNOWLEDGE THAT WE HAVE RECEIVED TRUE COPIES OF THIS MORTGAGE AND ANY RIDER.

Deanne Defusco
(Signature of Witness One)

Printed Name: Deanne Defusco

Lee A. Capalbo
(Mortgagor/Borrower Signature)

Printed Name: LEE A. CAPALBO

Ann Marie Kniskern
(Signature of Witness Two)

Printed Name: Ann Marie Kniskern

(Signature of Witness One)

Printed Name:

(Mortgagor/Borrower Signature)

Printed Name:

(Signature of Witness Two)

Printed Name:

(Signature of Witness One)

Printed Name:

(Mortgagor/Borrower Signature)

Printed Name:

(Signature of Witness Two)

Printed Name:

(Signature of Witness One)

Printed Name:

(Mortgagor/Borrower Signature)

Printed Name:

(Signature of Witness Two)

Printed Name:

(Signature of Witness One)

Printed Name:

(Mortgagor/Borrower Signature)

Printed Name:

(Signature of Witness Two)

Printed Name:

STATE/Commonwealth of Rhode Island, COUNTY
Washington, SS. Date: 10/05/01

Then personally appeared before me LEE A. CAPALBO

known by me (or satisfactorily proven) to be the Mortgagor(s) named in the foregoing instrument, and acknowledged the execution of such instrument for the purposes contained therein to be his/her/their [circle one] free act and deed. Florida Only: The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, who is personally known to me or has produced _____ as identification.

Printed Name and Address of Person Who Prepared This Mortgage:

Name:

Address:

City, ST, Zip:

Christine P. Arruda [Seal]
Notary Public

Print Name: CHRISTINE P. ARRUDA

My Commission Expires: 6/18/05

Florida Only: Notary Public State of Florida Commission
Number: _____

EXHIBIT A
TO
MORTGAGE

Date of Mortgage:

10/05/01

BK 1405PG 135

Borrower(s)/Mortgagor(s):

LEE A. CAPALBO

TOWN OF NORTH KINGSTOWN
JAMES O. MARQUES, TOWN CLERK
2001 DEC -7 AM 10:58

Mortgagee:

FLEET NATIONAL BANK,
PRINCIPALLY LOCATED IN RHODE ISLAND

Property Address:

72 HAGGERTY HILL ROAD WASHINGTON
SAUNDERSTOWN, RI 02874

The Property is located in SAUNDERSTOWN (city/town), WASHINGTON (county),

RHODE ISLAND (state) and is bounded and described as follows:

Being the same property conveyed and described in a Deed
recorded among the land records of the Town set forth above: .)

Deed recorded in Book 1127 Page 300
not 6

Remit all Legal Documents to: -

Integrated Loan Services
P. O. Box 757
Rocky Hill, CT. 06067

Pennsylvania Certification of Residence

I hereby certify that the precise residence of the Mortgagee, _____,

is: _____

Name

Title